

Request for Proposals

TELECOMMUNICATIONS LIFECYCLE MANAGEMENT (TLM)

PROJECT NO. F10B7200003



DEPARTMENT OF BUDGET & MANAGEMENT

Issue Date: November 22, 2006

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to propose on this Contract, please fax or email this completed form to Joel Leberknight at 410-974-3274 or jleberkn@dbm.state.md.us.

Title: TELECOMMUNICATIONS LIFECYCLE MANAGEMENT (TLM)

Project No: F10B7200003

1. If you have responded with a "no proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

RFP Title:	Telecommunications Lifecycle Management (TLM)
RFP Number:	F10B7200003
RFP Issue Date:	November 22, 2006
Closing Date and Time:	January 3, 2007, 2:00 PM
RFP Issuing Agency:	Department of Budget & Management (DBM) Office of Information Technology (OIT) Strategic Planning Division
Send Questions to:	Joel Leberknight jleberkn@dbm.state.md.us Office Phone Number: 410-260-7116 Office FAX Number: 410-974-3274
Procurement Officer:	Joel Leberknight Office Phone Number: 410-260-7116 Office FAX Number: 410-974-3274
Proposals are to be sent to:	Maryland Department of Budget and Management 45 Calvert Street, Room 135 Annapolis, MD 21401 Attention: Joel Leberknight
Contract Manager:	Dana E. Walker tlmservices@dbm.state.md.us Office Phone Number: 410-260-6350 Office FAX Number: 410-974-5615
Contract Type:	Indefinite Quantity with Fixed Unit Prices & Time & Materials
Contract Duration:	Three years with two one-year renewal options
MBE Goal:	15 percent aggregate of all TOs awarded
Primary Place of Performance:	Master Contractor's location
Pre-proposal Conference:	Department of Budget and Management 45 Calvert Street Annapolis, Md. 21401 Room 164 December 4, 2006, from 10:00 a.m. – 12:00 p.m. See Attachment E for directions.

NOTE: Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) is responsible for providing technical leadership and guidance regarding Information Technology to all agencies in the Executive Branch of the State of Maryland (State). OIT assures that State agencies implement successful information technology (IT) development projects in support of the mission of the agency and the State's IT Master Plan and establishes direction for the productive and efficient use of IT at the statewide level.
- 1.1.2 DBM is issuing this Request For Proposals (RFP) to obtain a Master Contractor who shall act on behalf of State agencies to provide telecommunication lifecycle management (TLM) services for the State's telecommunications (telecom) contracts to include, but not be limited to: mobile devices and services, high capacity data circuits (high cap), internet service providers (ISP), Private Branch Exchange (PBX), local access lines, toll free services, and long distance services. The purpose of this solicitation is to provide a Master Contract to enable the State to procure TLM services, including access to a web-enabled system that supports the TLM/State workflow and is provided and maintained by the Master Contractor. The TLM services consist of the following seven functional areas that are defined in Section 2.3.
- Ordering & Provisioning
 - Invoice Auditing & Reconciliation
 - Usage Management
 - Contract & Dispute Management
 - Inventory Management
 - Reporting
 - Consulting Services
- 1.1.3 DBM intends to award one Master Contract to the Offeror whose proposal is deemed to be the most advantageous to the State. Offerors must be capable of providing all of the TLM services for any or all of the State's current and future telecom contracts.
- 1.1.4 DBM will issue Task Orders Request for Proposals (TORFP) under the Master Contract awarded as a result of this RFP. Each TORFP will require one or more of the TLM services to be provided for one or more telecom contracts.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- 1) **Agency** – The unit of the Maryland State government (to include, but not be limited to an agency, modal, or division or university) procuring equipment and services through the Master Contract issued as a result of this RFP.
- 2) **Automatic Renewal** – When an individual plan renews by default of it not being either cancelled or the telecom provider has not received a request to renew it
- 3) **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us.
- 4) **Contract** – Same as Master Contract

- 5) **Contract Manager (CM)** – The State representative for this Master Contract who is primarily responsible for contract administration functions, including issuing written directions, monitoring this Master Contract to ensure compliance with the terms and conditions and approving payments after the successful completion of all deliverables as agreed.
- 6) **DBM** – Maryland Department of Budget and Management
- 7) **eMM** – eMarylandMarketplace
- 8) **Fixed Price (FP)** – A payment that provides a price that is not subject to adjustment because of variations in the Master Contractor’s cost.
- 9) **Fully Loaded** – The inclusion in labor category and service billing rates of all profit, direct and indirect costs associated with performing a TO Agreement. The indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a TO Agreement. Non-routine travel costs will be identified in a TORFP, when appropriate.
- 10) **ISP** – Internet Service Provider
- 11) **Labor Hours Not-to-Exceed Ceiling** - A type of payment for performing a TO Agreement whereby the Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, fixed by labor category in the Master Contract, up to a specified cost ceiling. The Master Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its employees, or those of subcontractors, totally and productively, in the performance of a TO Agreement. Documentation of time of employees, or subcontractors shall be provided to the CM. The documentation shall be certified employee time sheets or electronic time keeping records certified by the Contractor’s Program Manager to be the actual time worked by the Contractor’s employees, or those of its subcontractors.
- 12) **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland
- 13) **MAC** – Moves, adds and changes of devices or services
- 14) **Master Contract** - The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- 15) **Master Contractor** – The selected Offeror that is awarded a Contract by the State
- 16) **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT) under COMAR 21.11.03
- 17) **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Local Time Monday through Friday, except for State Holidays. A listing of the State Holidays can be found at: www.dbm.maryland.gov - keyword State Holidays
- 18) **Notice to Proceed (NTP)** – A formal combined notification from the CM that the Master Contractor should immediately, or as of a date contained in the notice, begin performance of the TO Agreement.
- 19) **Offeror** – An entity that submits a proposal in response to this RFP
- 20) **PBX** – Private Branch Exchange
- 21) **PDA** – Personal Device Assistant
- 22) **Procurement Officer** – The State representative for this RFP and the resulting Contract. The Procurement Officer is responsible for the Contract, issuing notices to proceed, determining scope issues, and is the only State representative who can authorize changes to the Contract.

- 23) **Program Manager** – The Master Contractor’s designated primary point of contact who will be responsible for the development and negotiation of any TOs and overall cost, schedule, and technical performance.
- 24) **PTOC** – Push-to-Talk Over Cellular
- 25) **Request for Proposals (RFP)** – This Request for Proposals for DBM, Project Number F10B7200003, including any amendments
- 26) **Request Fulfillment** – The fulfillment of State agency requests for telecom related equipment and services
- 27) **SLA** – Service Level Agreement
- 28) **State** –State of Maryland
- 29) **TO** – Task Order
- 30) **Task Order Agreement (TO Agreement)** – Agreement between the State and the Master Contractor which will bind the Master Contractor to the contents of its TO Proposal submitted in response to a TORFP.
- 31) **Task Order Manager (TO Manager)** – The Master Contractor’s designated person to manage a TO.
- 32) **Task Order Proposal (TO Proposal)** – The technical and financial response by the Master Contractor to a TORFP
- 33) **Task Order Request For Proposals (TORFP)** – The description by the State of the individual project for which proposals will be solicited
- 34) **Telecom** – Telecommunications
- 35) **Time and Materials (TM)** - A type of payment for performing a TO Agreement whereby the Master Contractor will be paid for services performed based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a TO Agreement, plus the actual cost of any materials used or other direct expenses incurred in the performance of a TO Agreement, up to a specified cost ceiling. The labor category hourly rates for a TO Agreement may not exceed the hourly rates specified in the Master Contract. The Master Contractor will be required to provide time records and/or other documentation that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of a TO Agreement. In addition, the Master Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a TO Agreement. The fixed hourly labor category rates, plus the actual cost of materials, non-routine travel or other direct expenses will be the only payment made for this type of TO Agreement.
- 36) **TLM** – Telecom Lifecycle Management for telecom equipment and services contracts

1.3 Contract Type

The Master Contract shall be an Indefinite Quantity Contract with fixed unit prices as defined in COMAR 21.06.03.05 and 06. Fixed Price (FP) and Time and Material (TM) TO Agreement as described in each respective TORFP will be issued under the Master Contract, as appropriate to the type of services being requested.

1.4 Master Contract Duration

The term of this Master Contract is for a period of three years, commencing on April 1, 2007 and ending on March 31, 2010. The State, at its sole option, shall have the unilateral right to extend the contract for up to

two additional, successive one-year terms. TO Agreements may not be entered into unless services can be completed prior to the end of the Master Contract.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Joel Leberknight
Maryland Department of Budget and Management
Division of Procurement Policy and Administration
45 Calvert Street, Room 135
Annapolis, MD 21401
Phone Number: 410-260-7116
Fax Number: 410-974-3274
E-mail: jleberkn@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

The Contract Manager (CM) is:

Dana Walker
Maryland Department of Budget and Management
Office of Information Technology
45 Calvert Street, 4th Floor
Annapolis, MD 21401
Phone Number: 410-260-6350
Fax Number: 410-974-5615
Email: tmservices@dbm.state.md.us

DBM may change the CM at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on December 4, 2006, beginning at 10:00 a.m., in Room 164, 45 Calvert St., Annapolis, Md. 21401. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email the Pre-Proposal Conference Response Form to jleberkn@dbm.state.md.us no later than 4:00 p.m. on November 30, 2006. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Please include the RFP project number in the subject line of the email. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than November 28, 2006. DBM will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace (eMM) Fee

eMM is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DBM web site (www.dbm.maryland.gov) and other means for transmitting the RFP and associated materials, the summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

COMAR 21.02.03.06 requires that the Master Contractor pay a fee to support the operation of eMM. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com.

The eMarylandMarketplace fee that will be imposed on the Contract awarded under this solicitation corresponds to a Level 4 on the COMAR 21.02.03.06 fee schedule. The fee amount must be included within the rates of the financial proposal and may not be charged to the State as a separate add-on price.

In order to receive a Contract award, an Offeror must be registered on eMM. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland DGS. These guidelines can be found on the eMM website at www.eMarylandMarketplace.com.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Pre-proposal Conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted to the Procurement Officer in a timely manner prior to the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and eight bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5 Procurement Officer, no later than 2:00 p.m. (local time) on January 3, 2007, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Ensure that the electronic versions are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, January 3, 2007, at 2:00 p.m. (local time) will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request, only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurement web page and through eMM. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Acceptance; Minor Irregularities and Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

All Offerors will be required to make an oral presentation to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.19 Access to Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why

such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposal must be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below.

If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.23 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C to this RFP. This Affidavit must be provided within five-business days of notification of proposed Contract award.

1.24 Minority Business Enterprise

NOTICE: Questions or concerns regarding the MBE requirements must be raised before the receipt of initial proposals.

A minimum overall MBE subcontractor participation goal of 15 percent has been established for the aggregate of the Master Contract awarded pursuant to this RFP. The State shall assess the potential for an MBE subcontractor participation goal, including sub-goals, if applicable, for each TORFP issued under the Master Contract. The Master Contractor shall structure its TO Proposal MBE participation plan in a manner that demonstrates a good faith effort to achieve the MBE goal established by each TORFP. All subcontractors named by the Master Contractor as part of its TO Proposal MBE participation plan must be MBE certified.

Each Offeror shall complete, sign and submit the MBE utilization affidavit contained in Attachment D-1-Offeror of this RFP at the time it submits its Response to this RFP. **Failure of the Offeror to complete,**

sign, and submit the MBE utilization affidavit (Attachment D-1- Offeror Acknowledgement of TO MBE Requirements) at the time it submits its Response to the RFP will result in the State's rejection of the Offeror's Proposal to the RFP.

The Master Contractor, when responding to a TORFP that contains an MBE goal, shall complete, sign, and submit all required MBE documentation (Attachments D-1-Master Contractor, D-2 MBE Participation Schedule, Attachments D-3 Outreach Efforts Compliance Statement and Attachments D-4 Subcontractor Project Participation Statement) at the time it submits its TO Proposal. The State will monitor MBE participation for work performed under a TORFP issued pursuant to the RFP and Contract. See Attachment D for details.

For information on certified MBE firms, the directory is available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.25 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, MD 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.29 Bid Bond

A bid bond or other suitable security in the amount of \$50,000 must be submitted with the Offeror's technical proposal. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid, performance, and payment bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. Attachment H is the bid bond form satisfactory to the State.

1.30 Performance Bond

Within 10 days of notification that it is recommended for the award of the contract, the successful Offeror must submit a Performance Bond (see Attachment I), or other suitable security in the amount of \$500,000 for the first contract year, \$350,000 for the second, and \$150,000 for the third contract year and for each option year for which an option is exercised. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid, performance, and payment bonds is identified in Section 1.29.

An Offeror may elect to provide an automatically renewable type of security. The initial renewable security shall be effective upon the award of the Contract, and all subsequent security shall automatically renew unless DBM receives written notice of non-renewal from the issuer of the security at least 30 days before the expiration of the then-effective security. In the event DBM receives a notice of non-renewal, as of the date that the existing security expires the Master Contractor must provide DBM with a substitute security acceptable to the State for the next Contract year. If the substitute security is a performance bond, it must be substantially in the form of RFP Attachment I.

If the Master Contractor does not provide an acceptable form of security as of the date of expiration of the existing security, DBM will withhold portions of those payments due to the Master Contractor. The State will withhold 50 percent of the security amount for the contract year from the first payment due to the Master Contractor after the expiration of the existing security. The State will withhold the remaining 50 percent of the security amount for the contract year from the next payment due to the Master Contractor. These amounts will be held by the State until such time as an acceptable security is provided, or until the expiration of the contract. The following example illustrates how this process will work:

The Master Contractor provides a one-year performance bond in the amount of \$500,000 for the first year of the Contract. This performance bond expires on the anniversary date of the Contract. For purposes of this illustration, assume the anniversary date is March 31, 2007. The Master Contractor invoices the State on March 15, 2007; payment of that invoice is due within 30 days. The Master Contractor does not provide replacement security for the second year of the Contract in the amount of \$350,000, as required. From the payment due to the Contractor by April 15, 2007, in payment of the March 15, 2007, invoice, i.e. from the first payment due to the Master Contractor after March 31, 2007,

the State will withhold \$175,000, which is 50 percent of the required \$350,000 security. The Master Contractor submits an invoice on April 15, 2007. From the payment due to the Master Contractor on that April 15, 2007, invoice, the State will withhold \$175,000, the second 50 percent of the required \$350,000. The total of \$350,000 withheld from the two invoice payments will be held by the State until the Master Contractor provides security in the amount of \$350,000, or until the expiration of the second contract year at which time it will be reduced to \$150,000 if this amount is not provided in a separate timely bond or other suitable form of security.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within five working days after being notified of the proposed Contract award.

1.31 Non-Visual Access

By submitting a proposal, the Offeror warrants that the IT offered under the proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the IT for compatibility with software and hardware used for non-visual access will not increase the cost of the IT by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use IT by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

Standards for determining non-visual access have been incorporated into COMAR, which can be found at: www.dbm.maryland.gov - keyword nva.

1.32 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.33 Conflict of Interest

Potential Offerors should be aware that the State Ethics Law, State Government Article, Section 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances.

The successful Offeror will provide TLM services for Statewide telecom contracts and must do so impartially and without any conflict of interest. Master Contractors will be required to complete a Conflict of Interest Affidavit. A copy of this Affidavit is included as Attachment G of this RFP. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject an Offeror under COMAR 21.06.02.03B.

SECTION 2 – SCOPE OF WORK

2.1 Background

2.1.1 DBM's OIT Strategic Planning Division supports its customers - the State's approximately 63 Executive Branch agencies - by establishing and managing Statewide IT and telecom contracts, overseeing the State's portfolio of approximately 50 Major IT Development Projects (MITDP), and establishing and monitoring compliance with statewide policies and strategic plans. The Project Management Office (PMO) is one of three branches that make up the Strategic Planning Division and will be responsible for the contract management of this Master Contract and any TO Agreements that are awarded as a result of this Contract. The PMO is responsible for oversight of the MITDPs as well as contract management oversight for statewide and DBM contracts. The PMO monitors the contractor's overall performance against the contract, ensures payment approval is consistent with the contract, ensures that the contract change process is followed and identifies and resolves contract disputes and adherence to terms and conditions.

2.1.2 The State has a financial and purchasing system called the Financial Management Information System (FMIS) that is operated and maintained by DBM. The FMIS includes two proprietary software packages, and one in-house developed application. The two proprietary software packages are Relational Standard Accounting and Reporting System (R*STARS) and Advanced Purchasing and Inventory Control System (ADPICS). Both applications have been modified extensively to meet State of Maryland accounting and procurement requirements. A customized ad-hoc reporting database was developed to provide State agencies the ability to generate agency-specific reports using data extracted from the R*STARS and ADPICS applications.

Currently, the typical workflow for a telecom request starts with an entry into ADPICS and then follows an approval process, which is unique to each agency. Telecom Coordinators (TC) at each agency enter and track these requests in ADPICS. All of the 63 agencies have at least one TC and some of the larger agencies have several. There are approximately 260 total TCs including back-up TCs. Once the telecom request is approved within an agency, DBM approves, prints, signs and faxes the request to the telecom provider. The telecom provider, in turn, satisfies the request and mails the invoice for the products/services back to the specific requesting agency. All invoice payments are processed similarly through the FMIS. The FMIS does not provide detailed information regarding the telecom requests; it captures high-level information regarding the procurement. The FMIS also will not capture inventory or interface with the telecom provider's invoice or ordering systems.

2.1.3 The State currently has 23 statewide telecom contracts; information regarding these contracts can be found at the following web site:

http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_search/technology/proc_liaison/telecommcontracts/telecommcontracts.html

These contracts include, but are not limited to, the following summary of equipment and services:

- **Mobile Devices and Services** – Cellular phones, pagers, PDAs and PTOC devices;
- **High Cap** – High capacity circuits;
- **ISP** – Internet service provider services;
- **PBX** – PBX equipment and services, electronic key telephone systems, hybrids, voice-over-internet -protocol, interactive voice response systems, automatic call distribution, voice mail

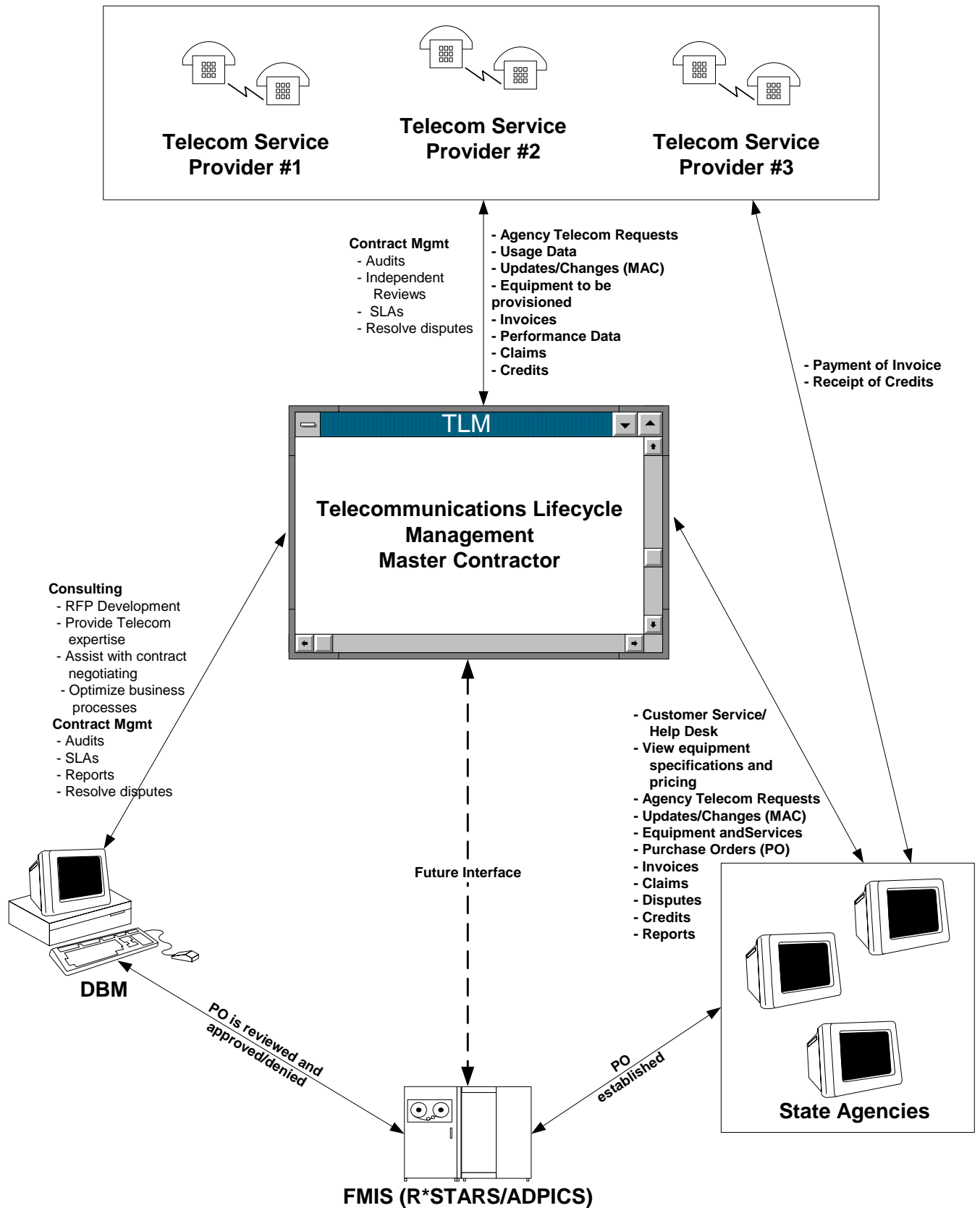
systems, telecom management tools, intercom paging systems, virtual private networks, and dedicated private line services;

- **Local Access Lines** – Local access lines, trunks, trunk groups, network-based business lines, integrated services digital network (ISDN) and direct inward dialing (DIDs);
- **Toll Free** – Toll free lines including inbound, outbound and two-way capabilities and additional toll free platform based services; and
- **Long Distance** – Long distance lines, calling cards, teleconferencing bridges and web-conferencing accounts.

These contracts are indefinite quantity contracts with fixed unit prices for the respective equipment and services utilized by State agencies.

2.2 Purpose and Goal

- 2.2.1 DBM is issuing this RFP to obtain a Master Contractor who shall act on behalf of State agencies to provide TLM services for the State's telecom contracts including access to the telecom information via a web-enabled system that is provided and maintained by the Master Contractor. See diagram below in Section 2.2.4. The TLM contract will consist of the following seven functional areas that are defined in the section below: Ordering & Provisioning, Invoice Auditing & Reconciliation, Usage Management, Contract & Dispute Management, Inventory Management, Reporting and Consulting Services.
- 2.2.2 The goal of the Master Contract, as it relates to the statewide telecom contracts, is to provide the State with the means to:
- A) Reduce costs by optimizing rate plans, monitoring usage, maintaining inventory control, auditing invoices and negotiating contracts;
 - B) Improve customer service and efficiency, and telecom provider's accountability; and,
 - C) Improve the management of multiple contracts.
- 2.2.3 The State is required to conduct procurement activities, including, by way of example only, the solicitation of bids and proposals and the resolution of disputes in accordance with specific statutory and regulatory provisions of Maryland law. The exercise of ultimate authority in connection with these activities rests with the State and the State does not intend to use this solicitation to outsource this authority to an outside contractor. Therefore, please be advised that the role of the selected Master Contractor shall be to act in an advisory, supportive and supplemental role to the State in connection with the services specified for the seven functional areas. The ultimate authority to act in connection with any of these seven functional areas will remain with the State. The scope of work and authority delegated to the selected Master Contractor in connection with these seven functional areas will be narrowly drawn and must be consistent with the ultimate control and authority of the State in procurement matters.
- 2.2.4 On the next page is a data flow diagram of the system envisioned by the State.



2.3 Telecommunications Lifecycle Management (TLM) Services

The TLM services are grouped into seven functional areas; descriptions and examples are provided for each. The examples provided are not all-inclusive of the services that may be required under each TORFP. The Master Contractor must be able to provide at a minimum all of the following services.

2.3.1 Functional Area One – Ordering and Provisioning

- A) Description – Provides order fulfillment, customer advocacy and help desk services through a web-enabled system and live operators.
- B) Examples of potential services:
- Document and make accessible online all processes and procedures;
 - Provide order fulfillment services through a web-enabled system (see Section 2.4 System Requirements);
 - Provide telephone access to live customer service representatives for device procurement and replacement, MAC services, billing questions and device troubleshooting during normal State business hours;
 - Provide online support during normal State business hours for device procurement and replacement, MAC services, billing questions, and troubleshooting;
 - Provide a toll-free claim line, e.g., submit claims against telecom providers invoices;
 - Ensure that all orders are authorized per State requirements prior to orders being finalized;
 - Provide original procurement documents to agencies for entry into the FMIS (There are no immediate plans for the TLM system to interface directly with the FMIS.);
 - Properly configure (including loading and/or removing software applications onto or from products) and track products;
 - Prepare products for use upon user receipt prior to shipment, e.g., charge devices;
 - Provide State-specific documentation, e.g., an agency phone use policy, with the device;
 - Include a pre-paid label for return of all damaged or non-conforming devices;
 - Provide training materials and train State users on TLM system and processes; and
 - Adhere to Service Level Agreements (SLAs) as identified within each TO, e.g., shipping within a specified number of days.

2.3.2 Functional Area Two – Invoice Auditing and Reconciliation

- A) Description – Provides auditing and reconciliation of telecom provider invoices as directed by the State at the TO level and ensures that invoices are consistent with contractual terms and conditions.
- B) Examples of potential services:
- Perform upload of invoicing information from the telecom providers and perform manual editing and data entry for invoicing that cannot be uploaded automatically;
 - Perform auditing, validation, invoicing and charge-back activities, consistent with the telecom provider contract terms and State requirements, through a web-enabled system;
 - Compare and validate invoice amounts from one billing cycle against another and identify exceptions;
 - Allocate costs per the State's contractual cost code structures;
 - Provide original invoices and shipping receipts to agencies for entry into FMIS; and
 - Produce invoices for accounts payable and telecom bill auditing functions.

2.3.3 Functional Area Three – Usage Management

- A) Description – Provides usage management of telecom products and services to include review of rate, service and equipment plans in order to recommend optimized rate, service or equipment plans.
- B) Examples of potential services:
- Analyze current trends, review rate/service/equipment plans, and recommend optimized rate/service/equipment plans based on user needs and/or historical usage trends;
 - Match employees’ usage profiles at least on a quarterly basis against various rate plans including promotions and incentives to recommend the best rate plan (i.e. based on device, geographic coverage, usage levels and usage patterns);
 - Identify through reports and alerts, situations where usage trends may result in unnecessary expenses; and
 - Analyze usage and cost by device, department, the State as a whole, employee type, budget code, and telecom provider to identify changing usage patterns.

2.3.4 Functional Area Four – Contract and Dispute Management

- A) Description – Provides contract administration and management for contracts with telecom providers and assists the State, as directed and limited by the State, in the resolution of disputes with the telecom providers.
- B) Examples of potential services:
- Assist in filing claims and pursuing credits per SLA (see Section 2.6 Service Level Agreements);
 - Assist in resolving disputes per SLA (see Section 2.6 Service Level Agreements);
 - Document significant events pertinent to contract and dispute management;
 - Maintain appropriate records (e.g. inventory, procurement, shipping receipts, payment records, dispute resolution, contract information, terms of contract and asset /change management);
 - Ensure proactive, ongoing communications to manage positive relationships with telecom providers;
 - Adhere to process for managing contract changes;
 - Manage transitions between telecom providers to include: managing all end-of-contract obligations, managing transition plans, validating current inventory, transition equipment from old contract to new (if applicable), reconciliation of any transitional issues as identified by the State.
 - Interface with telecom providers to assist in the resolution of issues and answer questions;
 - Manage telecom providers’ automatic renewal processes of individual plans; and
 - Perform contract closeout for telecom provider contracts.

2.3.5 Functional Area Five – Inventory Management

- A) Description – Provides tracking and maintains inventory management of telecom devices and services through a web-enabled system.
- B) Examples of potential services:
- Verify/validate existing inventories;
 - Enable better MAC management; and
 - Track and maintain telecom products and services to include:
 - to whom a product is assigned

- location of assigned product
- enabled services
- when the service was activated or deactivated
- when a product was placed into service or retired
- when warranty periods commence(d) and expire(d), and status of a product (e.g., active, retired, replaced, broken, lost, or stolen)
- serial/model/state property numbers of assigned products

2.3.6 Functional Area Six – Reporting

- A) Description – Provides reporting on telecom products and services as specified by the State at the TO level.
- B) Examples of potential services:
- Provide the following types of reports in hardcopy and/or electronically, as directed by DBM, to include, but not limited to: conformance, billing analysis, exception & variance, inventory, trending, forecasting budget, activity management, usage and invoice.

2.3.7 Functional Area Seven – Consulting Services

- A) Description – Provides guidance and recommendations, as requested by the State, in connection with the development of solicitations and acts as a resource to the State prior to, during, and following the negotiation of subsequent telecom contracts. Provides analyses and recommendations of business procedures, cost and finances, and audit findings. Provides advice, guidance, and recommendations on telecom related issues.
- B) Examples of potential services:
- Assist the State in the development of solicitations to obtain telecom equipment and services;
 - Review and provide comments on telecom solicitations created by the State or by another Contractor on behalf of the State;
 - Assist the State during the evaluation of proposals;
 - Assist the State in negotiating telecom contracts;
 - Analyze existing business procedures and recommend improvements to or reengineering of the business procedures;
 - Perform independent reviews of proposed telecom projects, products, and cost for services and benefits to determine cost-effectiveness;
 - Review and optimize business procedures and processes; and
 - Develop an action plan to correct telecom audit findings and report to the State on the results of these corrective actions.

2.4 System Requirements

The Master Contractor shall provide and maintain a web-enabled system that, at a minimum, provides the functionality described below for managing multiple telecom provider contracts on behalf of DBM and its approximately 63 customer agencies. The system shall support the State's telecom request fulfillment policies and approval procedures. Full requirements will be established at the TO level. The Master Contractor shall track and maintain information sufficient to measure performance of the applicable SLAs and provide the State access to this information for auditing and planning purposes on an on-going basis. The Master Contractor shall track and notify the State when the system or a portion of the system is unavailable.

2.4.1 Technical Requirements

- A) Accessible to users via an Internet browser with the following minimum requirements:
- Microsoft (MS) Internet Explorer, version 6.x and higher
 - Netscape Navigator, version 7.x and higher
 - All aspects of the system including user authentication must be consistent with the State IT Policy and Standards available on-line at: www.dbm.maryland.gov – keyword: Security Policy
 - Users will access the system via a Secure Sockets Layer (SSL) connection
 - Architecture of the system will be compatible with Microsoft Structured Query Language (SQL) Server
- B) Provide all data to the State, at the end of the Contract, in a format that is compatible with MS SQL.
- C) Allow for the possibility of future interfaces with State financial systems. This would require information to be transferred electronically between the State financial systems to the TLM system including, but not limited to, purchasing and invoicing information (See Section 2.1.2).

2.4.2 Ordering and provisioning requirements:

- A) Allow the State to define the request fulfillment requirements for each product or service type.
- B) Allow the State to define and control user access.
- C) Allow updates to the system workflow as a result of any changes to the State's request fulfillment procedures.
- D) Include a workflow capability to guide telecom requests through the appropriate steps for approvals.
- E) Confirm that the State has a contract with the telecom provider for the service being requested.
- F) Provide seamless integration with the telecom providers' request fulfillment systems.
- G) Allow agencies to initiate a telecom request for products and/or services through the web-enabled system. The system shall not divert users to other web sites, unless expressly approved by the CM.
- H) Prohibit unauthorized purchasing of equipment and /or services.
- I) Suspend full or partial telecom requesting activity for an entire location, or one or more entities within a location.
- J) Provide built-in templates for standard requests containing mandatory fields for information needed to process the request (e.g., ADPICS purchase order number, telecom provider request or order number, and "required by" date). The system shall generate a unique reference number for each request, and cross-reference that number with the telecom provider's request or order number and the ADPICS purchase order.
- K) Provide error checks for mandatory fields that alert users to entry errors (e.g., phone numbers entered with a letter or less than ten digits).
- L) Allow users to post comments related to their requests (e.g., specific delivery instructions).
- M) Provide request-tracking capability to include automated email notifications (e.g., when equipment is shipped and a user login process for checking the status of requests).
- N) Transmit attachments to telecom providers (e.g., spreadsheets and PDFs).

- O) Validate and place requests in bulk (e.g., when the State is managing a large migration and needs multiple similar devices).
- P) Allow agencies to create requests for estimating/costing, and have clear processes for managing design requests and price quotes.

2.4.3 Invoice auditing and reconciliation requirements:

- A) Perform invoice verification and validation, including cost allocations.
- B) Track paper or electronic delivery receipts for deliverables (equipment and services) shipped or provided to agencies.
- C) Track and maintain information sufficient to measure performance of SLA #5 (see Section 2.6 Service Level Agreements) and provide the State access to this information for auditing and planning purposes.
- D) Receive and capture electronically transmitted telecom provider invoicing data. Allow manual entry of invoice information, if electronic interface is unavailable.
- E) Maintain multiple agency location contact information and State billing structure information to include "Bill To" and physical address for each account for all agencies within the system.
- F) At a minimum, view all adjustments that have been requested from the telecom provider by account, invoice number, invoice date, requested by, adjustment status, or any combination of the above.
- G) Generate an alert or email notification to the agency contact when an invoice has not been received electronically by the TLM system from the telecom provider by the expected date (e.g. "x" business days past the bill cycle).
- H) Provide access to information to view and manage a minimum of 24 (rolling) months of historical invoice summary data and six months of invoice detail information. Summary information must include but not be limited to charges, taxes, fees, and usage.
- I) Maintain archived, but retrievable, detailed records as required by Section 23 Retention of Records in Attachment A - Contract. Detailed records shall include the separate amount for each individual charge (e.g., local 911 fee, State 911 fee, Maryland gross receipts tax, Federal Universal Service Fund and Telecommunication Access of Maryland fee).

2.4.4 Usage management requirements:

- A) Compare State employees' usage profiles at least on a quarterly basis against various rate plans including promotions and incentives and recommend the best rate plan based on device, geographic coverage, usage levels and usage patterns.
- B) Analyze initial order information and automatically issue recommendations for optimal rate/service/equipment plans based on user needs.
- C) Make usage and cost information retrievable at a minimum by account, device, department, employee type, budget code, and telecom provider to report changing usage patterns.
- D) Provide device users access to invoice information for the purpose of identifying personal charges reimbursable to the State.

2.4.5 Contract and dispute management requirements:

- A) Allow the State to track the performance of telecom providers against contractual SLAs.
- B) Provide and maintain a list of telecom providers used at each agency and user location by type of service provided.

- C) Provide and maintain a list of telecom provider contracts and contract amendments by date/name/title/content.
- D) Maintain the following telecom provider information within the system:
 - List of telecom providers.
 - Telecom provider addresses including “remit-to” addresses for accounts.
 - Contact information for telecom providers including contact names, phone numbers, email, and contract type.
 - Telecom provider identifiers or Federal Employer Identification Numbers used in State financial applications (See Section 2.1.2).
 - List of State accounts established with the telecom provider.
 - State contracted rate structures for telecom equipment and services.
 - List of State accounts by contract type.
- E) Track and maintain information pertinent to measuring performance of SLAs (see Section 2.6 Service Level Agreements). Provide the State access to this information for auditing purposes.
- F) Provide an alert when termination of an inventory item will cause an early termination penalty, if applicable.
- G) Monitor telecom usage for applicability of contractual benefits including discounts, free services, equipment, and materials. Notify agencies and telecom providers when applicable benefit thresholds are met. Track and ensure the application of benefits.
- H) Track State contracted rates or charge amounts for Non-Recurring Charges and indicate if the fee should be waived.
- I) Track applicability of telecomm provider promotions beneficial to the State (e.g., free equipment or services if certain purchasing thresholds are met). Generate alerts through the system and via email when requirements are attained or at risk of not being met.
- J) Track status of State contractual commitments related to inventory and/or period of performance (e.g., the State is required to have at least 10 T-1 voice circuits that are required to be active for at least six months). Generate alerts through the system and via email when State contractual commitments are at risk of not being met.

2.4.6 Inventory management requirements:

- A) Support and track changes in lines, cards, devices, services, or rate plans/pricing.
- B) Maintain inventory of telecom devices, products and services.
- C) Associate an inventory item to a billing identifier (e.g., account number) and for an individual service (e.g., mobile device, local access line) to a specific employee.
- D) Identify an inventory item as being under contract and to which contract.
- E) Maintain a history of contracts that a specific inventory item was under, for what period of time, and what rate plan.
- F) Allow the State to view payment history for an inventory item by device serial number, invoice number, invoice date, invoice status or any combination.

2.4.7 Reporting requirements:

- A) Provide all reports electronically and/or in printer friendly formats directly thru the system.
- B) Provide alerts through the system and via email.
- C) Export report data into a format compatible with MS Office 2000, MS Project 2000 and/or Visio 2000 or later.
- D) Provide reports on usage and cost information and generate alerts when usage and cost trends may result in expenditures the State should not be incurring.
- E) Provide standard reports including but not limited to:
 - Telecom spending by at least: contract, telecom provider, period, billing unit, location, service, product, and component
 - Invoice validation by at least: total errors, total dollars in error, telecom provider, billing period, contract, billing unit, location, service, product, and component
 - Adjustments by at least: short pays, credits, and items pending resolution
 - Debits/credits by telecom provider
 - Support or show SLAs performance
- F) Have a feature for creating ad hoc reports by request.
- G) Provide reports in addition to A) through F) above as required by an independent system auditor (see Section 2.5.1 below on audit requirements)

2.5 Audit Requirements

2.5.1 Statement on Auditing Standards (SAS) 70 or Comparable Audit

The Master Contractor is required to obtain an independent audit of system controls related to its TLM system(s), in accordance with generally accepted auditing standards established for service organizations. The purpose of the audit is to ensure that the Master Contractor maintains adequate system controls to protect the State from system-related risks including but not limited to system reliability, data integrity, and fraud. The audit must be an SAS 70 Type II audit, or comparable to the State's satisfaction. The Master Contractor shall certify that the audit will be performed at the start of the contract, once every 12 months thereafter, and at the end of the contract. The State shall have the right to terminate the contract if the Master Contractor fails to obtain the required audits or when audit results are deemed unfavorable by the State (e.g., when material deficiencies in the service provider's system controls are found).

2.5.2 State Audits of Master Contractor Records and Procedures

The State either directly or through third party representatives (e.g., legislative auditors, State independent auditors, State internal auditors) shall have the right to audit any and all Master Contractor and subcontractor documents, procedures, and operational processes. The Master Contractor shall fully cooperate and make all records available for review. The Master Contractor shall implement any resulting State audit recommendations on a timely basis at no additional cost to the State, unless the CM approves an alternate solution. Progress reports as well as supporting documentation regarding the status of the implementation of the audit recommendations shall be required at specified time intervals as determined by the State.

2.6 Service Level Agreements (SLAs)

2.6.1 Overview

The purpose of SLAs is to quantify the TLM Master Contractor's expected performance for recurring services and liabilities for poor performance. The goal is to prompt good contract performance. The Master Contractor shall track and report to the CM on all SLAs (see Section 2.12.1 E.), and ensure the State has real-time access to all source data upon which SLA performance reporting is based. Liquidated damages apply to SLA #1 below. SLAs in addition to those described below, including those with liquidated damages, may apply at the TORFP level. SLA performance is calculated either monthly, beginning on the first and ending on the last calendar day of the month, or by billing cycles according to the individual SLA descriptions below. All calculated values shall be rounded to the nearest cent or percentage, e.g., \$0.344 shall be \$0.34 and \$0.345 shall be \$0.35; 0.093 shall be 9 percent and 0.097 shall be 10 percent.

2.6.2 Escalation Processes for Poor SLA Performance

Short of contract termination as provided for in Attachment A – Contract, Section 16, the State reserves the right to escalate its response to poor SLA performance, defined as failure to meet the same SLA two or more times within a six month period. Based on reporting of poor SLA performance (see Section 2.12.1 E), the State may use the processes listed below to address deficiencies. The Master Contractor shall support and participate in the State's escalation processes at no cost to the State.

- A) Corrective Action Plan submittal within one week of status report documenting poor performance;
- B) Conferences among the Master Contractor, State Procurement Officer and State Contract Manager;

2.6.3 Exceptions

The Master Contractor may not be assessed damages for failure to meet an SLA if the cause is beyond the Master Contractor's control. Within one business day of identifying such a cause, the Master Contractor must notify the State. The State must concur and shall determine whether damages may be waived. Causes for SLA failure beyond the Master Contractor's control may include, but are not restricted to:

- A) Non-cooperation by a telecom provider;
- B) Acts of God;
- C) Acts of the public enemy or other individuals outside the Master Contractor's control; and
- D) Acts authorized by Federal, State, or local governments.

2.6.4 SLA requirements

SLA #1 – System Availability	
SLA Requirement	Maintain a 99.5 percent online availability of the web-enabled system 24x7 excluding weekly maintenance windows of approximately one hour, or other predefined and approved time by DBM outside of normal State business hours and not to occur one hour prior or one hour after normal State business hours. The Master Contractor shall track and report when the system is unavailable, identify resolution activity and document recovery time.

Liquidated Damages for Failure to meet SLA	The State will assess the Master Contractor one percent of the monthly invoice for TLM services per hour or partial hour for the period the system is unavailable beyond the SLA.
Calculation	The SLA is calculated by identifying the number of minutes the system was unavailable for the month and subtracting the number of minutes within the 0.5 percent of allowable system unavailability for the month.
Example	The web-enabled system was unavailable from 12:10 to 6:10 p.m. (360 minutes) on Tuesday, June 5. There were 43,200 minutes during the month of June. The allowable system unavailability was 216 minutes ($0.005 \times 43,200$). The SLA was missed by 2 hours ($(360 - 216) / 60 = 2.4$ rounded to 2). The monthly invoice for TLM services for June was \$22,500. One percent of \$22,500 is \$225. The missed time, 2 hours, is multiplied by \$225; therefore \$450 would be assessed for liquidated damages for failure to meet this SLA ($2 \times \$225 = \450).

SLA #2 – Rate Plan Updates	
SLA Requirement	Apply and communicate rate plans/pricing changes within 24 hours of receiving an update from the telecom provider. The Master Contractor shall track and report when updates are received and implemented in the system.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by identifying the date and time a request is received and subtracting the date and time the update was actually implemented in the system.
Example	A request is received by the Master Contractor to update the system with changes in rate plans/pricing at 9:15 a.m. on Monday. The system was updated with the change on Friday at 9:15 a.m. that same week. The SLA was missed by 72 hours ($24 \times 3 = 72$).
SLA #3 – User Assignment Changes	
SLA Requirement	Apply changes to user assignment or deactivation for lines, cards, devices, or services within 24 hours of receiving an update in order to ensure appropriate billing. The Master Contractor shall track and report when change requests are received and changes are effective.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by identifying the date and time a request is received and subtracting the date and time the update was implemented in the system.
Example	A request is received by the Master Contractor to update the system to deactivate a device at 9:15 a.m. on Tuesday. The system was updated with the change on Thursday at 9:15 a.m. that same week. The SLA was missed by 24 hours ($24 \times 1 = 24$).
SLA #4 – System Workflow Updates	
SLA Requirement	Update the system workflow of the State's order fulfillment policies and procedures and add custom fields to the system within the time period approved by the CM.

Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by identifying the date the CM approves a change and subtracting the date the change was implemented in the system.
Example	The CM approves a change to add custom fields on Thursday, June 8 to be implemented within 10 business days. The system was updated on Wednesday, June 28. The SLA was missed by four business days.
SLA #5 – Invoice Validation	
SLA Requirement	Validate 100 percent of telecom provider invoices within five business days of receipt of each invoice. Validation shall include all changes made during the billing cycle. The Master Contractor shall track and report when invoices are received and validated in the system.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by determining the total number of invoices (A) received within the month. Out of A, determine how many invoices (B) were validated after five business days. Subtract B from A to determine the number of invoices (C) not validated within five business days. If C is greater than zero, the SLA was not met and liquidated damages may be assessed based on the value of C.
Example	There were 150 invoices received within the month of June. 145 invoices were validated within five business days. 145 subtracted from 150 equals five; the SLA was missed by five invoices.
SLA #6 – Claims Filing	
SLA Requirement	File 95 percent of State claims with the telecom providers within 20 business days of invoice receipt. The Master Contractor shall track and report when the invoice is received and when respective claims are filed.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by determining the total number of claims (A) filed within the month. Out of A, determine how many claims (B) were filed after 20 business days. Divide B by A for the percent of claims (C) not filed within 20 business days. If C is greater than five percent, the SLA was not met and liquidated damages may be assessed based on the difference between C and five percent (C-5).
Example	There were 50 claims filed within the month of June. Six of the claims were filed after 20 business days. Six divided by 50 is 12 percent. Twelve percent is greater than five percent; the SLA was missed by the difference of seven percent.
SLA #7 – Dispute Resolution	
SLA Requirement	Resolve 95 percent of disputes between the telecom providers and the State within two billing cycles of the Master Contractor's notification of the dispute to the telecom provider, excluding situations where the State determines it must exercise authority to settle disputes. The Master Contractor shall track and report dispute notifications and resolutions.

Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by determining the total number of disputes (A) that were either pending resolution or that got resolved within the billing cycle being reviewed. Out of A, determine how many disputes (B) were pending or resolved after the close of the second subsequent billing cycle. Divide B by A for the percent of disputes (C) not resolved within two billing cycles. If C is greater than five percent, the SLA was not met and liquidated damages may be assessed based on the difference between C and five percent (C-5).
Example	There were 70 disputes that were either pending resolution or were resolved within the billing cycle being reviewed. Five of the disputes were either pending or resolved after the close of the second subsequent billing cycle. Five divided by 70 is seven percent. Seven percent is greater than five percent; the SLA was missed by the difference of 2 percent.
SLA #8 – Credit Receipt	
SLA Requirement	Pursue and receive 95 percent of the credits owed to the State within two billing cycles of the Master Contractor filing the credit with the telecom provider, excluding situations where the State determines it must exercise authority to settle disputes. The Master Contractor shall track and report when credits are filed and resolved.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.
Calculation	The SLA is calculated by determining the total number of credits (A) that were pending receipt by the State or were received within the billing cycle being reviewed. Out of A, determine how many credits (B) were pending or received after the close of the second subsequent billing cycle. Divide B by A for the percent of credits (C) not received within two billing cycles. If C is greater than five percent, the SLA was not met and liquidated damages may be assessed based on the difference between C and five percent (C-5).
Example	There were 90 credits that were either pending receipt by the State or were received by the State within the billing cycle being reviewed. Eight of the credits were either pending or received after the close of the second subsequent billing cycle. Eight divided by 90 is nine percent. Nine percent is greater than five percent; the SLA was missed by the difference of four percent.
SLA #9 – Customer Query Resolution	
SLA Requirement	Resolve 95 percent of customer questions and inquiries within three business days of the Master Contractor receiving the question or inquiry. The Master Contractor shall track when questions and inquiries are received and resolved.
Liquidated Damages for Failure to meet SLA	The State will identify liquidated damages, if any, at the TO level for this SLA.

Calculation	The SLA is calculated by determining the total number of customer questions and inquiries (A) that were resolved or pending resolution within the month. Out of A, determine how many customer questions and inquiries (B) were resolved or pending resolution after three business days. Divide B by A for the percent of customer questions and inquiries (C) not resolved within three business days. If C is greater than five percent, the SLA was not met and liquidated damages may be assessed based on the difference between C and five percent (C-5).
Example	There were 75 customer questions and inquiries that were either resolved or pending resolution within the month of June. Eight of the customer questions and inquiries were either resolved or pending resolution after three business days. Eight divided by 75 is 11 percent. Eleven percent is greater than five percent; the SLA was missed by the difference of six percent.

2.7 Task Order Process

- 2.7.1 The CM or individuals authorized by the CM will issue TORFPs. The Scope of Work shall be defined in each TORFP issued against the TLM Contract. In general, a TORFP shall contain, but is not limited to:
- A) Description of the project;
 - B) Background information with task objectives;
 - C) Technical requirements;
 - D) Guidelines for TO deliverables;
 - E) Performance objectives and deliverables;
 - F) Service level agreements and liquidated damages, if applicable;
 - G) Set of measurable benefits, improvements or outcomes;
 - H) Labor categories required;
 - I) Period of performance;
 - J) Delivery schedule;
 - K) Security requirements;
 - L) List of State furnished equipment or information; and,
 - M) Inspection and acceptance criteria.
- 2.7.2 Upon receipt of a TORFP, the Master Contractor shall provide a TO Proposal in response to the requirements of the TORFP. At a minimum, the TO Proposal shall provide the following:
- A) Proposed approach to satisfying the TORFP requirements;
 - B) Proposed labor categories and resumes;
 - C) Proposed schedule for the specific tasks defined in the TORFP;
 - D) Explanation of how the Master Contractor intends to meet the TORFP MBE requirement
 - E) Required submissions;
 - F) Proposed price; and,
 - G) Proposed personnel and their resumes.
- 2.7.3 The CM or individuals authorized by the CM will review the response and may either approve the TORFP Proposal or contact the Master Contractor to obtain additional information, clarification or revisions to the TORFP Proposal. If the State determines the TORFP Proposal is acceptable based on meeting the requirements of the TORFP and Master Contract, a TO Agreement (Attachment J) will be sent to the Master Contractor for signature. Once the State has executed the TO Agreement, the CM or individuals authorized by the CM will then provide a fully-executed TO Agreement to the Master Contractor in addition to a Notice to Proceed.

2.8 Program Management

- 2.8.1 The Master Contractor shall provide the program planning, direction, coordination, and control necessary to accomplish all requirements contained in this solicitation. The Master Contractor is expected to establish a program organization/office to provide overall management of the Contract work. The Master Contractor shall manage personnel, and all subcontractors.
- 2.8.2 The roles, responsibilities, and areas of technical expertise of the Master Contractor employees and all subcontractors need to be clearly defined in each TO Proposal. The Master Contractor shall be the single point contractual interface with the State.
- 2.8.3 A designated primary point of contact, the Program Manager, will be responsible for the development and negotiation of any TO Agreements and overall cost, schedule, and technical performance. This individual will be the principal point of contact for the Master Contract.
- 2.8.4 The Program Manager will participate in all program management review meetings and produce documentation, as defined herein, that will keep the CM informed of the status of the TO Agreement.
- 2.8.5 In addition to a Program Manager, a TO Manager may be required, at the State's discretion, to be named for each TO by the Master Contractor to manage the Master Contractor's technical efforts. The TO Manager will be a person assigned to a TO Agreement who is also performing tasks contained in the TO Agreement. A TO Manager shall not be assigned to a TO Agreement for the sole purpose of managing personnel.
- 2.8.6 The Master Contractor shall ensure the identified Program Manager will be available to perform TO requirements. Substitution of the Program Manager shall follow the requirement outlined in Section 2.9.8. The replacement must have equal or greater qualifications than the following:

Duties: The Program Manager is the Master Contractor's manager for the Master Contract, and serves as the single point of contact for the State. Performs overall management for Master Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Master Contract support activities. Must be capable of negotiating and making binding decisions for the Master Contractor.

Education: Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least twelve years of experience in program or project management.

Specialized Experience: At least eight years of experience in supervision or oversight of IT related programs or projects.

2.9 Personnel Qualifications

- 2.9.1 The Master Contractor shall only propose staff available at the time of the TO Proposal. In the TO Proposal, the Master Contractor shall provide personnel that satisfy the personnel qualifications specified within Section 2.10 Labor Categories and Qualifications for each of the labor categories required under a specific TORFP. In the event that labor categories are not specified in a TORFP,

the Master Contractor shall provide the appropriate labor categories for the TORFP from those specified in Section 2.10 Labor Categories and Qualifications.

- 2.9.2 Specific areas of required expertise may be further defined in a TORFP. The Master Contractor shall certify that all candidates meet the required qualifications. At the option of the State, Master Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time for a given TO Agreement.
- 2.9.3 Managers, senior level staff, and other lead labor categories may serve as a TO Manager on one or more TO Agreements. TO Managers shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.
- 2.9.4 The TORFP will define specific project requirements. The TO Proposal shall clearly identify applicable experiences related to projects and technologies being used.
- 2.9.5 **Substitution of Education for Experience.** A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution of education for experience may be permitted at the discretion of the State.
- 2.9.6 **Substitution of Experience for Education.** Substitution of experience for education may be permitted at the discretion of the State.
- 2.9.7 **Substitution of Professional Certificates for Experience.** At the discretion of the State, professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years of general and specialized experience.
- 2.9.8 **Substitution of Personnel.**
- A) At the State's discretion, a Master Contractor employee that does not meet the stated qualifications may be used to perform a task. If the State approves such an employee, it shall be only for the specific circumstances involved.
 - B) Individuals proposed and accepted as personnel for TO Agreements are expected to remain dedicated throughout the TO Agreement commitment. Substitutions will be allowed only when the CM specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section C of Section 2.9.8 below. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the TO Agreement. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total TO Agreement term. If one or more of the personnel are unavailable for work under a TO Agreement for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the CM and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the CM. All substitutions shall be made in accordance with this provision.
 - C) During the performance period for a TO Agreement, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, resignation, or as otherwise approved by the CM. In any of these events, the Master Contractor shall promptly notify the CM and provide the information required by paragraph D of this section. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 calendar days in advance of the proposed substitution, to the

CM, with the information required in paragraph D of this section. The CM must agree to the substitution in writing before such substitution shall become effective.

- D) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraph E of this section), and any other information requested by the CM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially accepted for personnel; the burden of documenting equivalency or better to the State's satisfaction shall be the Master Contractor's.
- E) Resumes shall be signed by all proposed individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.9.9 Travel Reimbursement

- A) Routine Travel is travel within a 50-mile radius of agency's base location, as identified in the TORFP, or the Master Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Contractor's facility.
- B) Non-routine travel is travel beyond the 50-mile radius of agency's base location, as identified in the TORFP, or the Master Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be identified within a TO Agreement, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.dbm.maryland.gov - keyword: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and, as described in 2.9.9 A of this section, will not be reimbursed. The Master Contractor may bill for labor hours expended in traveling by automobile beyond the identified 50-mile radius.

2.10 Labor Categories and Qualifications

The following section describes the labor categories to be provided for the Consulting Services functional area of the TLM services.

1. Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned TO Agreements. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. The Project Manager acts as a facilitator between the State and the Master Contractor. Is responsible for ensuring that work performed under TO Agreements is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least ten years of experience in project management.

Specialized Experience: At least 5 years of experience in managing telecom or IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

2. Senior Subject Matter Expert

Duties: The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: telecom and IT. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines requirements, performs analyses, and develops plans and requirements for systems.

Education: Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.

General Experience: At least twelve years of relevant industry experience in the discipline is required.

Specialized Experience: At least ten years of combined new and related older technical experience in the telecom or IT field directly related to the required area of expertise.

3. Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analyses, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: telecom and IT.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 7 years of experience in the telecom or IT field.

Specialized Experience: At least 5 years of combined new and related older technical experience in the telecom or IT field directly related to the required area of expertise.

4. Research Analyst

Duties: Analyzes existing and potential product and service information, prospective customers and markets. Collates information into meaningful reports and presentation material. Maintains any technical information in a systems library.

Education: High school diploma or Associate's degree in Business, or related field. A Bachelor's degree is preferred.

General Experience: A minimum of 1 year of work experience in a business environment.

Specialized Experience: At least 1 year of demonstrated experience with word processing, using electronic spreadsheets and other administrative software products.

5. Documentation Specialist

Duties: Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.

Education: Associate's degree in related field. A Bachelor's degree is preferred.

General Experience: Must have 4 years of experience in technical writing and documentation experience pertaining to aspects of telecom or IT.

6. Technical Writer/Editor

Duties: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: A minimum of 5 years of experience in this area.

Specialized Experience: At least 2 years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

7. Senior Telecommunications Engineer

Duties: Provides engineering and technical support for Statewide telecom projects and services. Provides designs and applications to ensure overall technical integrity. Provides high-level planning for the systems used by telecom organizations. Performs process and data modeling for the planning and analyses of automated tools. Provides technical expertise and guidance in engineering techniques and automated support tools. Provides assistance with planning, design, cost/benefit analyses, assessment of configurations and performance measurements, development, implementation and recommendations for staffing levels for telecom systems and processes.

Education: Bachelor's Degree from an accredited college or university in Engineering, Telecom, Computer Science, Information Systems or other related scientific or technical discipline. A Master's degree is preferred.

General Experience: At least ten years of telecom experience.

Specialized Experience: At least 6 years of experience in commercial and long distance network architectural design and engineering.

8. Telecommunications Engineer

Duties: Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

Education: Bachelor's degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: A minimum of 3 years of telecom or IT work experience.

Specialized Experience: Has worked at least 1 year independently or as a part of a team under general supervision and coached more junior technical staff.

9. Senior Telecommunications Consultant

Duties: Identifies problems and recommends solutions for telecom organizations. Performs process and data modeling in support of the planning and analyses for using automated tools. Evaluates controls and makes recommendations. Provides planning, analyses, strategic planning, design, development, implementation and post-implementation for telecom projects.

Education: Bachelor's Degree from an accredited college or university with a major in Telecom, Computer Science, Information Systems, Engineering or a related field. Master's degree preferred.

General Experience: At least 10 years telecom experience.

Specialized Experience: At least 7 years experience as a consultant or engineer in the telecom field in the private or public sector.

10. Telecommunications Systems Analyst

Duties: Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecom organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecom support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

Education: A Bachelor's Degree from an accredited college or university with a major in Telecom, Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 5 years of experience in engineering, systems analysis, design and programming.

Specialized Experience: At least 2 years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket management, service order entry, and/or configuration management systems supporting operations of large telecom support organizations.

11. Audit Manager

Duties: Performs day-to-day management of overall TO Agreement support operations, possibly involving multiple audits and groups of personnel at multiple locations. Responsible for the overall direction and guidance of all ongoing audits for the State; responsible for audit report(s) and all findings contained therein; in coordination with the State's designated representative, assists with the collection of any amounts due to the State as a result of audits. Organizes, directs, and coordinates the planning and production of all contract support activities, including subcontractors. Develops work breakdown structures and prepares charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

Experience: At least 4 years of telecom billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecom billing audit process.

12. Audit Supervisor

Duties: Performs day-to-day management of assigned projects that involve teams of Lead Auditors and Staff Auditors. Primarily responsible for developing and overseeing the execution of the audit plan; regularly communicates with and reviews the work of on-site Lead and Staff Auditors and gives directions as appropriate; attends meetings with State representatives and is otherwise available to the State's representatives, as required. Organizes, directs, and coordinates the planning and production of all activities associated with assigned projects. Prepares and presents program level management products

such as, work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

Experience: At least 2 years of telecom billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecom billing audit process.

13. Lead Auditor

Duties: Assists in developing the telecom billing audit plan; primarily responsible for the routine performance of the audit plan and in providing direction of assigned Staff Auditors; communicates on a regular basis with the State's CM or designated representative on status and audit issues.

Experience: At least 2 years of telecom billing audit experience.

14. Staff Auditor

Duties: Assists in the performance of telecom billing audits under the guidance and direction of a lead auditor and/or audit supervisor.

Experience: At least 1 year of telecom billing audit experience.

2.11 Status Meetings and Status Reporting

2.11.1 The Master Contractor shall attend a status meeting with DBM as determined by the CM. A status report shall be submitted to the CM as determined by the CM. The report shall be structured to describe general issues and activities at the Master Contract level and issues and activities specific to each active TO. At a minimum, the report shall contain the following information:

- A) Agency Acronym (e.g., DBM), TO Number, reporting period and "Status Report" to be included in the e-mail subject line;
- B) Work accomplished during the past reporting period;
- C) Work anticipated during the next reporting period;
- D) Executive summaries of each report described below in Section 2.12.1;
- E) Issues or risks impacting or potentially impacting successful service execution and mitigation strategies for each issue or risk; and
- F) A list of outstanding action items and their status.

2.12 Required Reports

2.12.1 Monthly Performance and Activity Reports

- A) Telecom Provider Contract Performance – Includes at a minimum exceptions or issues with the telecom providers conforming to their Contract requirements regarding their progress and performance.
- B) Expense Management – Exceptions or issues with invoices from the telecom providers for equipment and services. Includes at a minimum claims filed, credits pursued, disputes being resolved, previously resolved disputes and how long it took to resolve.
- C) Contract Event Report – Significant events relating to the overall management of the Master Contract.
- D) Telecom Provider Contract SLA Report – Describes SLAs performance for the telecom provider Contracts.
- E) Master Contract SLA Report – Describes SLAs performance for the Master Contract.

- F) Customer Service Reports – Provides questions and concerns submitted by the users and the resolution.
- G) Recommended Plan Optimization Report – Identifies analysis performed on the current trends, review of rate/service/equipment plans and the recommendations of optimized rate/service/equipment plans.
- H) Master Contract Change Management – Documents requested changes to the Master Contract.
- I) Telecom Provider Contract Change Management – Documents requested changes to the telecom provider contracts.
- J) Master Contractor MBE Reporting – Describes MBE performance for the Master Contract as required in Attachment D.
- K) Telecom Contract MBE Reporting – Describes MBE performance for the telecom provider contracts as required in their contracts.

2.12.2 Specialized Reports

Additional reports as may be required by the TORFPs.

2.13 Security Requirements

- 2.13.1 Master Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: www.dbm.maryland.gov – keyword: Security Policy

2.13.2 IT Security

- A) Security Regarding Contractor-owned Computer Equipment. The Master Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.
- B) External network connections between the State and contractor managed networks shall be permitted only after all approvals are obtained from the Agency CIOs, consistent with the State Information Technology Policy and Standards. All approved connections shall be managed in accordance with a Service Interface Agreement (SIA) that is approved by the State.

2.13.3 Physical Security:

- A) Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
- B) Security Clearance (As specified in the TORFP; **may be required by some State agencies**)
 - 1) The Master Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Master Contractor employee or subcontractor and its employees providing services on-site at any location covered by the Contract. A CJIS Federal background check is necessary for each Master Contractor employee or subcontractor and its employees assigned to work on the Contract and shall be completed within two months of contract award.

- 2) The Master Contractor shall provide certification to the agency that the Master Contractor has completed the required CJIS criminal background checks and that the Master Contractor employee or subcontractor and its employees assigned to this Contract have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
 - 3) The CJIS criminal record check of each employee and subcontractor who will work on State premises shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecom and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
 - 4) An employee or subcontractor of the Master Contractor who has been convicted of a felony or of a crime involving telecom and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Master Contractor who has been convicted within the past five years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
 - 5) An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the Master Contractor not being permitted to work on that Agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Master Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.
- C) On-site Security requirement(s) (As specified in the TORFP; **required by some State agencies**): For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
- 1) Any person who is an employee or agent of the Master Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
 - 2) Further, the Master Contractor, its employees and agents and subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Master Contractor will be necessary.
 - 3) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an

inventory of items (such as: tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Master Contractor, Master Contractor employee or subcontractor and its personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Master Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Master Contractor or subcontractor personnel.

- D) At all times at any facility, the Master Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.14 Invoicing

- 2.14.1 All invoices for TLM services shall be submitted by the 10th calendar day of the month and include at a minimum the following information: Department of Budget and Management, 45 Calvert Street, Annapolis, MD, 21401, contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, retainage (if applicable) and the purchase order number(s) being billed against. Invoices submitted without the required information will not be processed for payment until the Master Contractor provides the required information.
- 2.14.2 Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under a TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from a TO Agreement termination date.

2.15 Insurance

- 2.15.1 The Master Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Master Contractor action or inaction in the performance of the contract by the Master Contractor, its agents, servants, employees or subcontractors.
- 2.15.2 The Master Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.15.3 The Master Contractor shall provide a copy of the Master Contractor's current certificate of insurance, which, at a minimum, shall contain the following:
- A) Worker's Compensation - The Master Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - B) General Liability - The Master Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Master Contractor's operations under this agreement.
 - \$2,000,000 - General Aggregate Limit (other than products/completed operations)
 - \$2,000,000 - Products/completed operations aggregate limit
 - \$1,000,000 - Each Occurrence Limit
 - \$1,000,000 - Personal and Accidental Injury Limits
 - \$ 50,000 - Fire Damage Limit

\$ 5,000 - Medical Expense

- 2.15.4 Upon execution of a Contract with the State, the Master Contractor shall provide the CM with current certificates of insurance, and shall update such certificates from time to time, as directed by the State.
- 2.15.5 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Master Contractor must provide the State with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland.
- 2.15.6 The Master Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor.

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SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and eight copies of each volume are to be submitted. An electronic version of both the Volume I-Technical Proposal in MS Word format and the Volume II-Financial Proposal in MS Excel format shall also be submitted with the unbound original technical or financial volumes, as appropriate. The electronic media shall be a diskette or CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1 of “x”) to end (Page “x” of “x”).

3.2 Volume I – Technical Proposal

3.2.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Section 1.20. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.2.2 Additional Required Technical Submissions:

- A. Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Completed Minority Business Enterprise (MBE) Participation Forms (See Attachment D-1- Offeror)
- C. Completed Bid Bond (Attachment H)

3.2.3 Format of Technical Proposal

Inside a sealed package described in Section 3.1, above, an **unbound original** (labeled as original), eight copies (labeled as copies) and the electronic version shall be provided. Section 2 of the RFP provides requirements and RFP Section 3 provides format instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow the Procurement Officer and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

3.2.4 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal. Note: Information that is claimed to be confidential is to be placed after the Title page and before the Table

of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.

3.2.5 Executive Summary

The Offeror shall condense and highlight the contents of its Technical Proposal in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

3.2.6 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with telecom lifecycle or expense management services. General requirements of the Offeror and personnel are outlined in Section 2. Offerors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- 3.2.6.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:
 - A) A summary of the services offered;
 - B) The number of years the Offeror has provided these services;
 - C) The types of clients and geographic locations that the Offeror currently serves; and,
 - D) A synopsis of the Offeror's experience including the general scope of the telecom lifecycle or expense management services.
- 3.2.6.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary and back-up roles.
- 3.2.6.3 References, preferably at least 3, from its customers who are capable of documenting:
 - A) The Offeror's ability to manage TLM projects of 9,000 mobile devices and services and 80,000 voice lines.
 - B) Each client reference shall be from a client for whom the Offeror provided TLM service and shall include the following information:
 - Name of client organization
 - Name, title, and telephone number of point of contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, and objectives satisfied
 - C) State of Maryland Experience: If applicable, the Offeror shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:
 - The State contracting entity
 - A brief description of the services/goods provided
 - The dollar value of the contract
 - The term of the contract

- Whether the contract was terminated prior to the specified original contract termination date
- Whether any available renewal option was not exercised
- The State employee contact person (name, title, telephone number and e-mail address)

This information will be considered as part of the experience and past performance evaluation criteria in the RFP.

3.2.6.4 The Offeror shall provide a sample of a comprehensive Project Management Plan (PMP) for implementing a TLM, preferably from a previous project of comparable size and complexity (See 3.2.6.3 A). The PMP shall include at a minimum the following components:

- A) Risk Management Plan – Identifies and prioritizes risks inherent to the project; provides mitigation strategies for each risk identified.
- B) Communications Management Plan – Identifies stakeholders and their contact information, their information needs, describes what information will be communicated and how it will be distributed. This component of the PMP sample shall include a sample status report and sample expense management report as described in Sections 2.11.1 and 2.12.1 respectively.
- C) Baseline Project Schedule – Includes a work breakdown structure showing project deliverables broken down into work activities required to produce each deliverable; shows timeframes for work activities.
- D) Change Management Plan – Shows how changes to the project will be identified, assessed, prioritized, approved, and integrated into the project.
- E) Implementation Plan – Focuses on how users will be transitioned (e.g., notified and trained) to the TLM process and system.

3.2.6.5 The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

3.2.6.6 Legal Actions Summary

The Offeror shall include the following:

- A) A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
- B) A brief description of any settled claims against the Offeror within the past three years.
- C) A description of any judgments against the Offeror within the past five years, including the case name and number, court, and the case description.

3.2.7 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the Technical Proposal and describe how its proposed services will meet the requirements as described in the RFP Section 2. Where the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Offerors may propose additional functionality and/or system requirements that may be beneficial to the State. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.

3.2.8 Web-enabled System

The Offeror shall describe the background and evolution of the proposed web-enabled system. The Offeror shall provide a description of the system as defined in Section 2.4. The description shall include an overview of system architecture, security, samples of screens shots, samples of the standard reports offered, as well as explain the system's adhoc reporting capabilities.

3.2.9 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 2.15.

3.2.10 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- A) The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B) The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll to which the Offeror has committed at both prime and, if applicable, subcontract levels.
- C) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

3.2.11 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract.

3.3 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.1, the Offeror shall submit an original unbound copy, eight copies, and a diskette or CD with an electronic version in MS Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment F. Complete the Financial Proposal only as provided in the Financial Proposal Instructions. Note: Information that is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Financial Proposal.

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SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Committee

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria and procedures set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

4.2 Technical Criteria

Offerors will be evaluated on their perceived ability to provide the services and satisfy the criteria in the referenced RFP sections herein. The criteria to be applied to each Technical Proposal are listed in descending order of importance:

1. Offeror Experience and Capabilities, especially in demonstrating TLM as a core competency (reference Section 3.2.6)
2. Offeror's Web-enabled System requirement (reference Section 3.2.8)
3. Offeror's Technical Response to RFP Requirements. (reference Section 3.2.7)
4. Economic Benefit Factors (reference Section 3.2.10)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed as per Attachment F.

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident businesses in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions starting within two to three weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

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ATTACHMENTS

ATTACHMENT A - The State's contract. This is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT C – Contract Affidavit. This is not required at proposal submission time. The selected Offeror must submit this Affidavit to the Procurement Officer within five working days of notification of proposed award.

ATTACHMENTS D-1 through D-6 – MBE Participation Forms. Attachment D-1 Offeror must be submitted with the Offeror's proposal.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Financial Proposal Instructions and Forms. Financial Proposal Forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – Conflict of Interest Affidavit/Disclosure.

ATTACHMENT H – Bid Bond. This form or other acceptable security as identified in RFP section 1.29, must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT I – Performance Bond.

ATTACHMENT J – Sample TO Agreement. This is a sample agreement that is subject to modification by the State to more accurately incorporate the specific requirements of each TORFP.

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ATTACHMENT A – CONTRACT

TELECOMMUNICATIONS LIFECYCLE MANAGEMENT MASTER CONTRACT

THIS TELECOMMUNICATIONS LIFECYCLE MANAGEMENT MASTER CONTRACT (the “Contract”) is made this ____ day of _____, 2007 by and between _____, and the STATE OF MARYLAND, acting by and through its DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” is as identified in Section 1.6.
- 1.2 “Contractor” means _____ whose principal business address is _____.
- 1.3 “Department” means the Maryland Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____, 200_.
- 1.4 “Procurement Officer” is as identified in Section 1.5.
- 1.5 “Notice To Proceed (NTP)” means a formal notification from the TO Manager that the Master Contractor should immediately, or as of a date contained in the notice, begin performance of the TO Agreement.
- 1.7 “RFP” means the Request for Proposals for Telecommunications Lifecycle Management (TLM), Project F10B7200003, and any amendments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Task Order Agreement (TO Agreement)” means the Agreement executed by the Contractor and the State for a specific project.
- 1.9 “Task Order Manager (TO Manager)” means the State’s representative who is identified in a TORFP or a TO Agreement, who will supervise the Contractor rendering services for that respective TORFP.
- 1.10 “Task Order Proposal (TO Proposal)” means the technical and financial response by the Contractor to a TORFP.

- 1.11 “Task Order Request for Proposals (TORFP)” means a solicitation document containing a description by the State of the individual projects for which proposals will be solicited.
- 1.12 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____, 200_.

2. Scope of Work

2.1 The Contractor shall provide the services, equipment and related software and deliverables described in the TORFP and the Contractor’s TO Proposal submitted hereunder for the following functional areas: 1/ Ordering and Provisioning; 2/ Invoice Auditing and Reconciliation; 3/ Usage Management; 4/ Contract and Dispute Management; 5/ Inventory Management; 6/ Reporting; and 7/ Consulting Services.

These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – The TO Agreement (when executed)
- Exhibit C – The TORFP (when released)
- Exhibit D – The TO Proposal (when submitted)
- Exhibit E – The Technical Proposal
- Exhibit F – The Financial Proposal
- Exhibit G - State Contract Affidavit, executed by the Contractor and dated _____

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract, the TORFP, or the TO Agreement. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide services, equipment and software in accordance with the TORFP. The term of this Contract is for a period of three (3) years, commencing on April 1, 2007_ and terminating on March 31, 2010. The State, at its sole option, shall have the unilateral right to extend the Contract for up to two additional, successive one-year terms. The Contractor shall provide services upon receipt of a NTP from the TO Manager. Any TO Agreements for which the services and all other deliverables cannot be completed or made prior to the expiration of the Contract will not be awarded.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Contractor's TO Proposal which may not exceed the rates set forth in Exhibit F. TO Agreements that are on a time and material basis shall include a not-to-exceed ceiling for payments. Any work performed by the Contractor in excess of the ceiling amount of any TO Agreement without the prior written approval of the TO Manager is at the Contractor's risk of non-payment. Payments under TO Agreements issued on a fixed price basis shall be limited to the price included in the TO Agreement, regardless of the actual cost to the Contractor.

4.2 Payments to the Contractor shall be made in accordance with the TO Agreement and no later than thirty (30) days after the State's receipt of a proper invoice for performance by the Contractor, acceptance by the State of such performance, and pursuant to the terms of the RFP. TO Agreements may specify periodic payments based on deliverable or stages of completion. A TO Agreement may specify that a portion of the payments due will be withheld until completion of the TO Agreement. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of acceptance of all deliverables required under the TO Agreement and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the TORFP.

4.3 Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment under a TO Agreement will not be made until the Comptroller of the State receives certification that Contractor has paid all taxes.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.5 The State will use electronic funds transfer to pay the Contractor for services pursuant to any TO Agreement pursuant to this Contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

4.6 Contractor's eMaryland Marketplace vendor identification number is _____.

5. TO Agreement

A TO Agreement may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. TORFPs, TO Proposals and TO Agreements may not limit the State's rights as provided in this Contract or the RFP and may not change the terms of this Contract or the RFP.

6. Rights to Records

6.1 The Contractor agrees that all documents, materials and deliverables, including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorneys’ fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-infringing product substantially complying with the item's specifications, or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the TO Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

10. Non-Hiring of Employees

No official or employee of the State, as defined under State Government Article, 15-102, Annotated Code of Maryland, as from time to time amended, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies), as from time to time amended. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or Contract the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license(s) acquired hereunder.

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide agent,

bona fide salesperson or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

15. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a TO Agreement under this Contract succeeding the first fiscal period, the TO Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the TO Agreement will be to discharge both the Contractor and the State from future performance of the TO Agreement, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the TO Agreement. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of TO Agreement for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

18. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

21. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after close out of this Contract and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including, by way of example only, the Procurement Officer or the Procurement Officer's designee, the Contract Manager or the Contract Manager's designee, and the TO Manager or the TO Manager's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents electronic or otherwise requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

24. Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the Financial Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a TO Agreement after due notice to the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27. Indemnification

27.1 The Contractor shall hold harmless and indemnify the State from and against liability for any and all losses, damages, costs, suits, actions, claims, liabilities and expenses (including reasonable attorneys' fees and disbursements) incurred by the State in connection with, arising from, or relating to the performance of the Contractor or its subcontractors under this Contract or any TO Agreement arising therefrom.

27.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract or any TO Agreement arising therefrom.

27.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract or any TO Agreement arising therefrom.

27.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract or any TO Agreement arising therefrom.

28. Limitation of Liability

For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents, trademarks, trade secrets and copyrights, as provided in Section 7 ("Patents, Copyrights, Intellectual Property") of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed three (3) times the total amount of the TORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any TORFP issued pursuant to this RFP. Third party claims arising under Section 27 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 27 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 27.

29. Nonvisual Accessibility Warranty

The Contractor warrants that the IT and services provided in performance of this Contract: (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Contractor further warrants that the cost, if any, of modifying the IT for compatibility with software and hardware used for nonvisual access will not increase the cost of the IT by more than 5 percent. For purposes of this section, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use IT by nonvisual means.

30. Administrative

30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

30.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:
OIT Procurement Liaison Office
Office of Information Technology
Maryland Department of Budget & Management
45 Calvert Street Annapolis, MD 21401

If to the Contractor:

_____, _____

31. Commercial Nondiscrimination

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

32. Guarantee of Performance by _____. (If Applicable)

[parent corporation] hereby guarantees absolutely the full, prompt and complete performance by "[subsidiary/the Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[corporate name of parent]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State. "[corporate name of parent]" further agrees that if the State

brings any claim, action, suit or proceeding against "[subsidiary]", "[corporate name of parent]" may be named as a party, in its capacity as Absolute Guarantor.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
By: DEPARTMENT OF BUDGET AND
MANAGEMENT

By:
(Authorized Representative)

By:

Title

Title

Date

Date

Witness

Witness

Approved for form and legal sufficiency this _____ day of _____, 200_.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

In preparing its bid/proposal on this project, the bidder/offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination, as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid/proposal submitted by the bidder/offeror on this project, and terminate any contract awarded based on the bid/proposal. As part of its bid or proposal, the bidder/offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder/offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has:

(1) Been convicted under state or federal statute of:

- a. criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
- b. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of Section 11.205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except

as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or financial proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: ____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____(title)_____ and the duly authorized representative of _____(business)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:_____

Address:_____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By: _____

(Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

ATTACHMENT D – Minority Business Enterprise Instructions/Forms

State of Maryland

DEPARTMENT OF BUDGET & MANAGEMENT

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Master Contractor shall structure its procedures for the performance of the work required in this Master Contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals (RFP). MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Master Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

The Master Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual TO Agreement, by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the TO Agreement scope of work that results in total MBE payments that meet or exceed the TO Agreement MBE goal percentage.

If awarded a Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

MASTER CONTRACT

- ◆ An Offeror must sign and submit Attachment D-1 Offeror (Offeror Acknowledgement of TO MBE Requirements) with its Technical Proposal submission. By signing Attachment D-1 Offeror, the Offeror affirms that if it is awarded a Master Contract it will comply with all MBE requirements associated with any TO Agreement, including submission of waiver documentation where applicable. **Offeror's failure to submit Attachment D-1 Offeror with its technical proposal will result in the Offeror's proposal being deemed not reasonably susceptible for award, and the Offeror being eliminated from consideration for a Master Contract award.**
- ◆ An Offeror receiving notification from the State that it is the Master Contract awardee will not be required to submit additional MBE documentation prior to final Master Contract execution.

TO AGREEMENTS

- ◆ However, all TORFP issued with an MBE participation goal will contain certain documents that the Master Contractor must submit at the time of its TO Proposal submission. MBE affidavits, schedules, statements, and reports, that will be used at the TO Agreement level are included herein as Attachment D-1 Master Contractor (Certified MBE Utilization and Fair Solicitation Affidavit), D-2 (MBE Participation Schedule), D-3 (Outreach Efforts Compliance Statement) and D-4 (Subcontractor Project Participation Statement). Attachments D-5 and D-6 are sample MBE reporting forms (See "Contract Administration Requirements" below).
- ◆ Attachments D-1, D-2, D-3 and D-4 must be completed, signed and submitted by the Master Contractor together with the TO Proposal. If a Master Contractor believes that a waiver of some or all of the MBE goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment D-1.

CONTRACT ADMINISTRATION REQUIREMENTS

For each TO Agreement, the Master Contractor shall:

1. Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the TO Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached (see Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached (see Attachment D-6).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Master Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the Master Contract or TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

In response to RFP:

ATTACHMENT D-1-OFFEROR – *Offeror Acknowledgement of TO MBE Requirements*
(must be submitted with proposal in response to RFP)

In response to TORFPs:

ATTACHMENT D-1 – MASTER CONTRACTOR - *Certified MBE Utilization and Fair Solicitation Affidavit* (must be submitted with TO proposal)

ATTACHMENT D-2 - *MBE Participation Schedule* (must be submitted with TO proposal)

ATTACHMENT D-3 - *Outreach Efforts Compliance Statement* (must be submitted with TO proposal)

ATTACHMENT D-4 - *Subcontractor Project Participation Statement* (must be submitted with TO proposal)

ATTACHMENT D-5 - *Prime Contractor Unpaid MBE Invoice Report* (Sample)

ATTACHMENT D-6 - *Subcontractor Paid/Unpaid MBE Invoice Report* (Sample)

ATTACHMENT D-1-OFFEROR
Offeror Acknowledgement of TO MBE Requirements

This document shall be included with the submittal of the Offeror's response to the RFP. If the Offeror fails to submit this form with its response to the RFP, the Procurement Officer shall determine that the Offeror's response to the RFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. F10B7200003, I affirm that if I am awarded a Master Contract under the solicitation noted above, and I respond to a TORFP that contains MBE requirements by submitting a TO Proposal, I commit to making a good faith effort to achieve the MBE goal established for the TO Agreement.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT D-1 – MASTER CONTRACTOR
Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Master Contractor's TO Proposal.

In conjunction with the proposal submitted in response to TO No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the TORFP, sub-goals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____ percent and request a waiver of the remainder of the goal. I have submitted written waiver documentation that complies with COMAR 21.11.03.11.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve and have submitted the following:
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4) for each MBE
4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

Attachment D-2
MBE Participation Schedule
(for submission with TO Proposal)

This document shall be included with the submittal of the Master Contractor's TO Proposal.

Prime Contractor (Firm Name, Address, Phone)	TORFP Description
TORFP Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	%
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	%

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

ATTACHMENT D-3
Outreach Efforts Compliance Statement
(for submission with TO Proposal)

In conjunction with the offer submitted in response to TORFP No. _____, I state the following:

1. Have identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Made the following attempts to contact personally the solicited MBEs:

4. ☐ Assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

Master Contractor Name

By: _____
Name

Address

Title

Date

ATTACHMENT D-4
Subcontractor Project Participation Statement
(for submission with TO Proposal)

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Master Contractor Name)

conjunction with TO Agreement No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

Master Contractor Signature

Name

Title

Date

By:

Subcontractor Signature

Name

Title

Date

ATTACHMENT D-5 (Sample)
Minority Business Enterprise Participation
Prime Contractor Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	TO Agreement #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Dana Walker Department of Budget & Management Office of Information Technology, Strategic Planning 45 Calvert Street, 4 th floor Annapolis, MD 21401 tlmservices@dbm.state.md.us	MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us
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Signature: _____ Date: _____

ATTACHMENT D-6 (Sample)
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	TO Agreement #: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided:	
List all payments received from Prime Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime Contractor: _____ Contact Person: _____	

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Dana Walker Department of Budget & Management Office of Information Technology, Strategic Planning 45 Calvert Street, 4 th floor Annapolis, MD 21401 tlmservices@dbm.state.md.us	MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 st Floor Annapolis, MD 21401 MBEOfficer@dbm.state.md.us
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Signature: _____ Date: _____

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. F10B7200003
Telecommunications Lifecycle Management

A Pre-Proposal Conference will be held at 10:00 a.m., on December 4, 2006, in Room 164, 45 Calvert St., Annapolis, Md. 21401 Please return this form by November 30, 2006, advising whether or not you plan to attend.

It is recommended that the attendees bring a business card to help facilitate the sign in process and bring a copy of the RFP. See below for directions to the meeting site.

Email the Procurement Officer at jleberkn@dbm.state.md.us and indicate whether you will be in attendance and the names of the attendees.

Directions to 45 Calvert Street

From Baltimore Area:

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. Exit toward downtown Annapolis.

From the Eastern Shore or Route 2:

- Cross the Severn River Bridge and exit on Rowe Blvd.

From Either Direction:

- Follow Rowe Blvd. To the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert Street.
- 45 Calvert Street is the first building immediately on the right.

Parking:

- The closest garage is next to 45 Calvert Street, but must be entered from Clay Street. This is the second right turn after turning onto Calvert Street. Turn right onto Clay St. immediately after passing 45 Calvert.
- Another garage is available about ½ block down from 45 Calvert Street on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS

Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Instructions and Financial Proposal Forms have been prepared. Offerors shall submit their Financial Proposal Forms in accordance with the instructions on the forms and as specified herein. Do not alter the Financial Proposal Forms or the forms shall be rejected. The Financial Proposal Forms are to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully-loaded prices they are proposing for each listed item, and compute the total. The Financial Proposal Forms are used to calculate the Offeror's TOTAL PRICE for financial ranking purposes.

- A) All Unit/Extended Prices must be clearly entered with dollars and cents, e.g., \$24.15.
- B) All Unit Prices must be the actual unit price the State shall be obligated to pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. \$0.344 shall be \$0.34 and \$0.345 shall be \$0.35.
- D) All services required or requested by the State and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) Every blank in the price sheet shall be filled in.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.
- G) The Offeror must record the specifications services requested.
- H) It is imperative that the prices included on the Financial Proposal Forms have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Financial Proposal Forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.
- I) **No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the percent/rate contracted or any part of an invoice.**
- J) At the bottom of each Financial Proposal Form, enter the company information and have an authorized person sign the form.
- K) Table F-1, TLM Services Based on Percentage of Monthly Invoice
 - 1) In the Offeror Percentage column for each year, enter the percentage of the telecom provider total monthly invoice in order to determine the monthly price for TLM Services for Functional Areas 1-6 for each type of line and/or service.
 - 2) For each type of lines & services, fill out only the Offeror Percentage column for Years 1 through 5. The spreadsheet will calculate the Total 5 Year Price for Percentage of Monthly Invoice.
 - 3) Calculations:

- Multiply the Offeror Percentage column for each year by the Estimated Monthly Invoice column and enter the total in the Evaluated Price columns respectively.
 - Total the Evaluated Price column for each year and enter those sums in the fields for Subtotal Monthly Price for Percentage of Monthly Invoice.
 - Add the amounts for Subtotal Monthly Price for Percentage of Monthly Invoice for each year and enter the amount in the Total Monthly Price for Percentage of Monthly Invoice.
 - Multiply the Total Monthly Price for Percentage of Monthly Invoice by 60 months (5 years) and enter the amount in the Total 5 Year Price for Percentage of Monthly Invoice.
- 4) **The figures used for estimated monthly invoices are estimates only. Actual invoice amounts will be determined by Contract demands.**
- 5) The Offeror Percentage is the maximum percentage per monthly invoice the State will pay for services and must be recorded as a percentage.
- 6) The Total 5 Year Price for Percentage of Monthly Invoice will be included on the Summary Sheet to establish the financial ranking of each qualified Offeror.
- L) Table F-2, TLM Service Rates Based on Price Per Device
- 1) In the Offeror Price column for each year, enter the price used to multiple by the number of devices in order to determine the monthly amount to be charged for TLM Services for functional areas 1-6 for each type of device and/or service.
- 2) For each type of devices & services, fill out only the Offeror Price column for Years 1 through 5. The spreadsheet will calculate the Total 5 Year Price Per Device.
- 3) Calculations:
- Multiply the Offeror Price column for each year by the Estimated Number of Devices column and enter the total in the Evaluated Price columns respectively.
 - Total the Evaluated Price columns for each year and enter the amount in the Subtotal Monthly Price for Price Per Device respectively.
 - Add the amounts for Subtotal Monthly Price for Percentage of Monthly Invoice for each year and enter the amount in the Total Monthly Price for Price Per Device.
 - Multiply the Total Monthly Price for Price Per Device by 60 months (5 years) and enter the amount in the Total 5 Year Price for Percentage of Monthly Invoice.
- 4) **The number of devices shown are estimates only. Actual number of devices will be determined by Contract demands.**
- 5) The Offeror Price is the maximum price per device the State will pay for services and must be recorded in dollars and cents.
- 6) The Total 5 Year Price Per Device will be included on the Summary Sheet to establish the financial ranking of each qualified Offeror.
- M) Table F-3, Labor Rate Schedule for TLM Services
- 1) In the Offeror Price column for each year, record the fully loaded hourly labor rate (in dollars and cents, EX: \$100.00) for each of the 14 Labor Categories.

- 2) For each Labor Category, fill out **only** the Offeror Price column for Years 1 through 5. The spreadsheet will calculate the Total Composite Labor Rates and Average Total Composite Labor Rate.
 - 3) The Calculation will:
 - Multiply the Offer Price by the State Weight Factor and enter the total in the Evaluated Price for each Labor Category respectively.
 - Total the Evaluated Price columns for each year and enter the amount in the Total Composite Labor Rates respectively.
 - Add the amounts for Total Composite Labor Rates for each year, divide the amount by 5 and enter the amount in the Average Total Composite Labor Rate.
 - Multiply the Average Total Composite Labor Rate by 500 and enter the amount in the Total 5 Year Labor Price.
 - 4) **The number of labor hours shown is an estimate only. Actual labor hours will be determined at the Task Order level.**
 - 5) The Hourly Labor Rate is the maximum amount the State will pay for services and must be recorded in dollars and cents.
 - 6) The Total 5 Year Labor Price will be included on the Summary Sheet to establish the financial ranking of each qualified Offeror
- N) Table F-4, Evaluation Totals for TLM Services
- 1) Enter the Total 5 Year Price for Percentage of Monthly Invoice from Table F-1 in the Evaluation Total 5 Year Price for Percentage of Monthly Invoice in Table F-4.
 - 2) Enter the Total 5 Year Price for Price Per Device from Table F-2 in the Evaluation Total 5 Year Price for Price Per Device in Table F-4.
 - 3) Enter the Total 5 Year Labor Price from Table F-3 in the Evaluation Total 5 Year Labor Price in Table F-4.
 - 4) Add the Evaluation Subtotals and enter the amount in the Evaluation Grand Total.

Financial Proposal Forms

The Financial Proposal Forms are located in a separate Excel Spreadsheet.

ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions, which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Master Contract has been awarded and performance of the Master Contract has begun, the Master Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT H – BID BOND

BOND NO. _____

BID REQUEST NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____ hereinafter called the Principal, as Principal, and of _____ a Corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the State of Maryland, hereinafter called the Oblige, in the sum of Fifty Thousand (\$50,000.00), good and lawful money of the United States of America, to be paid upon demand of the Oblige, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

Whereas, the Principal has submitted to the Oblige a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as _____

_____.

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, If the Oblige shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Oblige in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Oblige, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

Principal

By _____ (Seal)

Official Title

Surety

By _____
Attorney-in-Fact

By _____
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

ATTACHMENT I – PERFORMANCE BOND

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

Obligee

a corporation of the State of
and authorized to do business in the State of Maryland

STATE OF MARYLAND

By and through the following
Administration.....

Penal Sum of Bond Five Hundred Thousand (\$500,000)

Date of Contract

Description of Contract

.....20.....

Date Bond Executed

.....20.....

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this

Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness.....as to(SEAL)

In Presence of:	Co-Partnership Principal
(SEAL)
	(Name of Co-Partnership)
.....as to	By:(SEAL)
.....as to(SEAL)
.....as to(SEAL)

Corporate Principal
Attest:	(Name of Corporation)
.....as to	By: AFFIX
Corporate Secretary	President CORPORATE SEAL

	(Surety)	
Attest:(SEAL)	By: AFFIX	
Signature		CORPORATE SEAL
	Title:	

Bonding Agent's Name:.....
Agent's Address.....	(Business Address of Surety)

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

ATTACHMENT J – SAMPLE TO AGREEMENT

SAMPLE TO AGREEMENT # MASTER CONTRACT #F10B7200003

This Task Order Agreement (“TO Agreement”) is made this ____ day of _____, 20__ by and between _____ and the STATE OF MARYLAND, (Insert Agency name and acronym).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means (Insert Agency acronym), as identified in the TLM TO #_____.
- b. “TLM TO” means the TO for _____
#_____, dated _____, 20__, including any addenda.
- c. “Master Contract” means the TLM Master Contract between the Maryland Department of Budget and Management and _____ dated _____, 20__.
- d. “Master Contractor” means _____, whose principal business address is _____.
- e. “Contract Manager” means Dana Walker of the Agency. The Agency may change the Contract Manager at any time by written notice to the Master Contractor.
- f. “TO Proposal” means the Master Contractor’s technical response to the TLM TORFP dated _____, 20__.

2. Scope of Work

- 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
- 2.2 The Master Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in the TLM TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – TLM TORFP
 - c. Exhibit B – TO Proposal
- 2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Master Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the Master Contractor’s cost of, or

the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The Master Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Master Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the Master Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the Master Contractor shall provide the services described in the TO Proposal and in accordance with the TLM TORFP on receipt of a Notice to Proceed from the Contract Manager. The term of this TO Agreement is for a period of _____ commencing on _____, 20__ and terminating on _____, 20__.

4. Consideration and Payment

- 4.1 The consideration to be paid the Master Contractor shall be done so in accordance with the TLM TORFP and shall not exceed the total dollar amount for each deliverable or the Total Proposed Fixed Price or Time and Materials Price of _____. Any work performed by the Master Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the Contract Manager is at the Master Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined in Section 2 of the TLM TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the Master Contractor, acceptance by the Agency of services provided by the Master Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the Master Contractor's Federal Tax Identification Number, which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to:

Insert Name
Insert Address

- 4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Master Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Master Contractor to be reduced or withheld until such time as the Master Contractor meets performance standards as established by the Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

ATTACHMENT J – *SAMPLE* TO AGREEMENT (cont.)

MASTER CONTRACTOR NAME

By:

Date

Witness: _____

STATE OF MARYLAND, (Insert Agency name)

By:

Date

Witness: _____